

#31675

B. E. Torpen et ux et al to United States

U. S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATIONTract No. BC-AR-5
Parcel 2

ACCESS ROAD EASEMENT

For and in consideration of the sum of One hundred Dollars (\$100.00) in hand paid, receipt of which is hereby acknowledged, we, B. E. TORPEN and ELLA LOUISE TORPEN, husband and wife at the time of acquiring title, and ever since, and Robert Barr, lessee have granted, bargained, and sold and by these presents do hereby grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA and its assigns, a permanent easement and right-of-way approximately 14 feet in width, with such additional widths as are necessary to provide for cuts, fills, and turnouts and for curves at the angle points, all over and across the lands of the undersigned in the

N $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$; W $\frac{1}{2}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$; S $\frac{1}{2}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$, and S $\frac{1}{2}$ of N $\frac{1}{2}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 10, Township 2 North, Range 7 East, W. M., situate in the County of Skamania, State of Washington; excepting therefrom all that part of said property covered by Blue Lake, its immediate shore line and a strip of land 200 feet wide adjacent to and paralleling the shore line of said Blue Lake,

for the following purposes, namely: the right to enter and to clear of timber, endangering trees, and brush; to grade, level, cut, fill, drain, build, maintain, repair, and rebuild a road or highway and such culverts, bridges, turnouts, retaining walls, or other appurtenant structures as may be necessary, on, over, and across the land embraced within the right-of-way, the center line of which is described as follows:

Beginning at survey station 178+60.19, a point on the survey line of the Bonneville Power Administration's Bonneville-Coulee Transmission Line, said point being 925.52 feet south and 1987.75 feet east of the northwest corner of said Section 10; thence S. 15° 29' 45" E. a distance of 402.26 feet; thence S. 24° 22' 30" E. a distance of 362.30 feet; thence S. 64° 02' 30" E. a distance of 193.56 feet; thence S. 37° 54' 00" E. a distance of 285.81 feet; thence S. 52° 30' 30" E. a distance of 350.15 feet; thence S. 69° 54' 00" E. a distance of 278.62 feet; thence S. 83° 46' 30" E. a distance of 593.28 feet; thence S. 70° 05' 30" E. a distance of 332.87 feet; thence S. 46° 07' 15" E. a distance of 357.81 feet; thence N. 88° 43' 08" E. a distance of 460.66 feet; thence S. 0° 35' 22" E. a distance of 225.81 feet to a point on the county road from the Evergreen Highway to Stevenson, said point being 2860.52 feet south and 54.78 feet west of the northeast corner of said Section 10; except that part included within the boundaries of the 300 foot right-of-way of the Bonneville-Coulee transmission line to which the United States of America has heretofore acquired the rights herein conveyed.

The undersigned, Robert Barr, for a valuable consideration from the aforementioned grantors, B. E. Torpen and Ella Louise Torpen, receipt of which is hereby acknowledged, joins in the execution of this instrument for the sole and specific purpose of subordinating any and all right that he may have in and to the above described premises by virtue of that easement dated September 5, 1933, and recorded at page 222, Book 3 of Agreements and Leases, to the access road easement herein conveyed, and is not entering into or becoming a party in any degree or manner to the warranties herein contained.

It is understood and agreed that the UNITED STATES OF AMERICA, its agents or assigns, shall have the right to appropriate from any lands of the undersigned, such timber and rock as may be necessary for the construction and repair of said road.

It is understood and agreed that the United States of America, its agents or assigns shall not have exclusive use of said road but that existing rights therein shall remain and be recognized.

It is understood and agreed that if said road is damaged by the United States of America, its officers, employees, contractors, or assigns, the United States of America or its assigns will repair such damage, provided, however, it is understood and agreed that by this agreement there shall be no admission or assumption of risk or liability on the part of the United States or any of its agencies, bureaus, or departments on account of any injury to person or livestock or any damage to other personal property by reason of the use of said road, but that such use shall be at the undersigned's own risk and liability.